

Selman Breitman LLP  
ATTORNEYS AT LAW

1 DAVID A. ASTENGO  
 2 NEVADA BAR NO. 11045  
 3 SELMAN BREITMAN LLP  
 4 33 New Montgomery, Sixth Floor  
 5 San Francisco, CA 94105-4537  
 6 Telephone: 415.979.0400  
 7 Facsimile: 415.979.2099  
 8 Email: dastengo@selmanlaw.com

9  
 10 Eric O. Freeman  
 11 Nevada Bar No. 6648  
 12 Selman Breitman LLP  
 13 3993 Howard Hughes Parkway, Suite 200  
 14 Las Vegas, Nevada 89169  
 15 Telephone: 702.228.7771  
 16 Facsimile: 702.228.8824  
 17 Email: efreeman@selmanlaw.com  
 18 Designated For Nevada Service  
 19 (Per L.R. IA 11-1(b)(1))

20 Attorneys for Defendant / Counterclaimant /  
 21 Cross-claimant, EVEREST NATIONAL  
 22 INSURANCE COMPANY

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

28 CENTEX HOMES,

1 Plaintiff,

2 v.

3 ST. PAUL FIRE AND MARINE INSURANCE  
 4 COMPANY, a Connecticut corporation; EVEREST  
 5 NATIONAL INSURANCE COMPANY, a  
 6 Delaware corporation; INTERSTATE FIRE &  
 7 CASUALTY COMPANY, an Illinois corporation;  
 8 LEXINGTON INSURANCE COMPANY, a  
 9 Delaware corporation; FEDERAL INSURANCE  
 10 COMPANY, an Indiana corporation; ADMIRAL  
 11 INSURANCE COMPANY, a New Jersey  
 12 corporation,

13 Defendants.

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**EVEREST NATIONAL INSURANCE**  
**COMPANY, a Delaware corporation,**

28 Case No. 2:17-cv-02407-JAD-VCF

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**STIPULATION AND**  
**ORDER FOR DISMISSAL OF CROSS-**  
**DEFENDANT LEXINGTON**  
**INSURANCE COMPANY WITH**  
**PREJUDICE FROM THE FIRST**  
**AMENDED CROSS-CLAIM OF**  
**EVEREST NATIONAL INSURANCE**  
**COMPANY**

28 ECF No. 287

## Cross-Claimant.

V.

INTERSTATE FIRE & CASUALTY COMPANY;  
LEXINGTON INSURANCE COMPANY,

### Cross-Defendants.

Cross-Claimant, Everest National Insurance Company (“Everest National”), and Cross-Defendant, Lexington Insurance Company (“Lexington Insurance”), stipulate and agree through their respective counsel as follows:

WHEREAS, this is an insurance coverage action filed by Centex Homes against insurance companies arising from a construction defect action;

WHEREAS, Everest National filed a First Amended Cross-Claim in this action against Lexington Insurance and Interstate Fire & Casualty Company (the “Cross-Claim”). [ECF No. 140];

WHEREAS, a settlement has now been reached that resolves all the claims asserted in Everest National's Cross-Claim against Lexington Insurance; and

WHEREAS, Everest National and Lexington Insurance stipulate for the Court to issue an order dismissing Everest National's Cross-Claim against Lexington Insurance, with prejudice, with both Everest National and Lexington Insurance bearing their own attorney's fees and costs.

**IT IS SO AGREED.**

DATED: November 6, 2020

SELMAN BREITMAN LLP

By: /s/*David A. Astengo*  
David A. Astengo  
Nevada Bar No. 11045  
33 New Montgomery, Sixth Floor  
San Francisco, CA 94105  
Telephone: 415.979.0400  
Facsimile: 415.979.2099  
Email: [dastengo@selmanlaw.com](mailto:dastengo@selmanlaw.com)  
Attorneys Defendant/Counterclaimant/Cross-  
claimant Everest National Insurance Company

Selman Breitman LLP  
ATTORNEYS AT LAW

1  
2 DATED: November 6, 2020

3 KAUFMAN DOLOWICH VOLUK

4 By: /s/Christine Magarian  
5 Christine Magarian  
6 Pro Hac Vice  
7 CA Bar No. 198762  
8 11755 Wilshire Blvd., Suite 2400  
9 Los Angeles, CA 90025  
10 Telephone: 702.851.0300  
11 Facsimile: 702.851.0315  
12 Email: cmagarian@kdvlaw.com

13  
14 Stephanie J. Smith  
15 Nevada Bar No. 11280  
16 Moran Brandon Bendavid Moran  
17 630 South 4th Street  
18 Las Vegas, NV 89101  
19 Attorneys for Defendant and Cross-defendant  
20 Lexington Insurance Company

21 **ORDER**

22 Based on the stipulation between Everest National Insurance Company and Lexington  
23 Insurance Company, [ECF No. 287], which I construe as a joint motion under Local Rule 7-1(c)  
24 because it was signed by fewer than all the parties or their attorneys, and with good cause appearing,  
25 IT IS HEREBY ORDERED that Everest National Insurance Company's CROSSCLAIMS  
26 AGAINST Lexington Insurance Company are DISMISSED with prejudice, each side to bear its own  
27 fees and costs.

28 DATED: 11-10-2020

JENNIFER A. DORSEY  
UNITED STATES DISTRICT COURT

